



# CONTRACTOR RULES & REGULATIONS ADDENDUM

This Addendum is to be submitted to the Tenant Construction Coordinator **before** commencing construction; a copy should be kept in tenant's file.

Updated October 15, 2019

## **1. UNION ISSUES**

In an effort to establish acceptable and unified construction quality and productivity standards, the Landlord strongly recommends that all union trades, traditionally and customarily, performing construction crafts be engaged to promote project wide continuity.

This shall not serve as a limitation to a Tenant's right to employ the most qualified low bidder for a construction/trade contract. However, Tenant shall take all necessary action to avoid labor disputes and difficulties on the project and shall do all things to avoid work stoppage or delay on account thereof, regardless of whether the impact is to the Tenant, Landlord or other Tenants. In an event of work stoppage, Tenant will cooperate with Landlord to remove the source of the work stoppage at Landlord's sole discretion so that the project shall be completed on schedule in a cost efficient manner as initially contemplated.

Contractor shall inform Tucson Premium Outlets whenever non-union Carpenters or other non-union trades will be used, so that the Center may prepare for any imminent picketing that may occur at the space. Should any union contact Contractor with an intent to demonstrate or picket the construction, they should be informed that they need to obtain an application for such activity from the Management office.

## **2. TRASH REMOVAL**

Contractor agrees to order an "Open Top" trash container, (Center Required Trash Hauler must be used) to be placed at a location determined at the meeting. Contractor is to specifically request a container that is 'graffiti free'

Trash may only be transported through corridors and common area during non operating hours until 8:00 am daily.

Contractor will monitor "open top" container insuring that doors are kept closed and area around container is kept free of debris at all times. The Center will not be held responsible for unauthorized dumping into the contractor's open top container.

Contractor should never let the open top exceed 75% capacity. Contractor should have material needed (tarp, rope) to secure contents of the open top in case of inclement weather.

## **3. PARKING**

Parking will be monitored and violators will be subject to tow at owner's expense in conjunction with posted local jurisdiction laws related to Private Property Impounds. Parking during holiday or other peak periods may occur on off site parking lots. Please check with Director of Operations for details based on your construction schedule.

Management reserves the right to eject any sub contractor for excessive violations or aggressive behavior.

## **4. DELIVERIES**

Contractor must advise Management and Security of all deliveries 24 hours in advance.

Deliveries will take place at designated Truck Docks or designated areas and will be completed by 8:30 am.

Deliveries will never occur at entrances.

Contractor is responsible for assuring that area is left in a clean safe condition after deliveries are completed.

At no times a vehicles (truck, fork lift, boom etc.) be driven through the common area without the express permission of Management.

## **5. ROOF ACCESS**

Contractor acknowledges that *Southwest Roofing* is the REQUIRED contractor and the only contractor allowed to perform any modifications and repairs. The phone number for *Southwest Roofing* can be found at the end of this document under "Required Contractors".

Contractor is responsible for maintaining the roof in clean condition.

Contractor will give Management 24 hours in advance notice for roof access and contact security for access.

The contractor is responsible for identifying all roof top equipment with the store name and address.

Contractor is required to use specific material and methodology on Butler or other standing metal seam roofing systems as specified by site.

## **6. FIRE LIFE SAFETY - THIS APPLIES TO ALL SITES:**

"Tenant's contractor will reimburse Tucson Premium Outlet for any false alarm charges from the Fire Department resulting from acts of failure to call in alarm, knocking a sprinkler head off, and /or other act that creates a Fire Department call out that result in false alarm charge. The false alarm cost will be deducted from any balance remaining on construction deposit and should the cost exceed the deposit; the balance will be billed to the tenant for reimbursement. "

General Contractor is responsible for obtaining the Global Risk Consultant Submittal letter and submitting to the Center Management Office prior to starting sprinkler construction. The General Contractor must provide the Global Risk Consultant Approval Letter to Center Management Office as part of the Post Construction Checklist process.

A 48 hour notice is required before sprinkler drain downs can occur.

There is a charge of \$250.00 for each sprinkler drain down for spaces that do not have an isolation valve(s).

In the event of a sprinkler head rupture caused by construction the contractor will be charged the drain down fee (\$250.00) plus damages and cleanup cost. **Additional fines may apply.**

## **7. BARRICADES**

Glass Mask and Graphics are preferred to Barricades .

Contractor will use Required Contractor for barricade installation.

Construction barricade will have a front entrance only if there is no rear door into the space, or as required by code. It must also have dust barriers and floor protection and approved graphics package.

Contractor will be responsible for keeping the common area outside of the space in pristine condition. The contractor must also place a 4' x 4' damp carpet at the entrance way (delete?). This carpet remnant must be cleaned or changed out daily. Contractor will be held responsible for ensuring that no dust or debris is permitted in the corridors and common area.

If a barricade door is needed a 6 foot wide double door which will open inward is required. The Contractor will keep doors clean, in working condition, and must be able to lock at all times.

Marketing must approve all graphics on barricades.

Contractors are not allowed to advertise on barricade.

Contractor is responsible to maintain barricade. Any damage to barricade must be repaired within 24 hours.

Barricade doors will be close at all times.

Contractor shall supply Management and Security each with a set of keys to the tenant space for emergency access.

Construction barricade will not be removed until all construction is completed, store front signage is operational, store is merchandised, and store has been inspected and approved by Management.

## **8. TENANT SPACE**

Contractor should work in a manner as not to impede the business at the property. Heavy demo and other noise producing work, may only take place during the center's non-operating hours.

Contractor's superintendent must be on site while all work is being done in tenant space. Subcontractors cannot be left unsupervised

The Contractor will keep a copy of stamped and approved plans on site at all times.

No smoking or alcoholic beverages will be allowed in space.

Any damage to corridors, doors, store fronts, or common area must be repaired within 24 hours.

The Center does not loan tools to Contractors.

Gas and diesel operated equipment are prohibited from use in tenant spaces. Propane equipment must be reviewed and approved by center management prior to use.

Common area restrooms are "Off Limits" to all construction personnel.

Management will conduct at least one daily walk through of the construction site,

Management will be notified and present for all inspections.

Before space turnover to Tenant, Contractor will change out all A/C filters and "Run" all waste lines from the space to the main line to insure lines are clear and unobstructed.

## **9. FINES**

The following infractions will draw an immediate fine:

Failure to use required vendor	\$250	+cost to repair
Smoking inside space	\$100	+ejection from work site
Pouring concrete/grout/paint down drain	\$500	+cost to "jet" all drain lines in space
Putting trash in Center Dumpster	\$250	+cost to pull
Working in the electric room without notification	\$250	
Materials equipment left in loading dock	\$500	+cost to discard
Debris left in loading dock	\$250	+cleanup cost
Use of public restrooms	\$250	+cleaning cost
Barricade/ back door left open	\$100	
Continual parking violations	\$250	
Unclean common area	\$500	
Failure to check with Security	\$100	
Debris around "open top" container	\$250	+cleanup cost
Debris left on roof	\$500	+cleanup cost

## 10. FEES

### Minimum Charges

Charge	Tenant's Space Square Footage	Fee
Temporary Electric (Redistribution Only)	0-1000	\$ 0.34 /sf
	1001-5000	\$ 0.43/sf
	Over 5001	\$ 0.53 /sf
Temporary Water	All – NTE \$250/project	\$ 0.10 /sf
Cleaning Charges	All – NTE \$250/project	\$ 0.20/sf
Parking Services	All – per month	\$ 250.00
After Hours Access	All - Per occur. NTE \$ 400	\$ 100.00
Storage/Waste Handling	All – per month	\$ 250.00
Coordination Charges	All – flat rate	\$ 250.00
Crane Fee (as approved)	All – flat rate	Flat Rate

POD Placement \$ 250 Per week (when applicable). Fee will not be prorated.

One time Dumpster Placement \$1,000.00 per tenant build out.

Fire System Drain Down \$ 250 Per Occurrence (only applies to spaces without isolation valves)

## 11. SECURITY PROCEDURES

Contractor and or his sub- contractors is to let Security know when they enter the property and leave. Security is on site 24/7 and can be contacted at 520-247-2384.

The mall hours of operation are Monday-Saturday 10:00AM-9:00PM and Sunday 10:00AM-7:00PM. Holiday hours will vary, please contact the mall office for information about specific holidays. The Center Management Office is open Monday-Friday from 8:30AM-5:00PM.

After hours and weekends, contact Security. All persons conducting work after mall hours are required to check in and out with security and wear at all times a visitors badge.

## **12. MALL CONTACT INFORMATION**

Interim General Manager	Kyra Monroe – 520-572-1122
Operations Director	David Guffy – 520-572-1122
Janitorial/Housekeeping	Blue Chip Janitorial Services
Security	Allied Universal Protection Services – 520-247-2384
Office Administrator	Carissa Kortekaas - 520-572-1122
Marketing	Amy Lee Hunter -520-572-1122
Tenant Coordinator	317-636-1600-Simon Property Group
Center Telephone Number	520-572-1122
Center Fax Number	520-572-1126

The Center hours of operation are Monday-Saturday 10:00AM-9:00PM and Sunday 10:00AM-7:00PM. Holiday hours will vary, please contact the management office for specific changes.

### **ADDITIONAL PRE-QUALIFIED CONTRACTORS**

***Please input your site specific prequalified contractors and delete this comment.  
For sprinkler contractors: refer to policy #1018 for contractor list. Filter your center;  
determine contractors and input the contractors' information in addition to the below if  
applicable.***

#### **Sprinkler Contractors:**

Company Name:	Tyco Simplex Grinnell
Contact Person:	Sean O'Brien
Phone:	520-882-9647 m):520.260.2195
Address:	3865 N.Business Center Dr. Suite 109 Tucson, Az 85705

Company Name:	
Contact Person:	
Phone:	
Address:	

Company Name:	
Contact Person:	
Phone and Fax:	
Address:	

Company Name:	
Contact Person:	
Phone and Fax:	
Address:	

**Electrical Contractor**

Company Name: K-2 Electric
Contact Person: Alan Davis
Phone and Fax: 602-762-0436/Fax-602-454-9068
Address: 4038 E.Superior Ave.Suite 102
Phoenix,Arizona 85040

**Mechanical Contractor**

Company Name: Spectrum Mechanical
Contact Person: Bobby Armstrong
Phone and Fax: 602-818-6041
Address: 1525 W.10 <sup>th</sup> Place
Tempe, Az 85281

**Roofing Contractor**

Company Name: Roofing Southwest
Contact Person: Stephanie Hewette
Phone and Fax: 480-752-8550
Address:401 E. Magnolia St.
Phoenix, AZ 85034

**Plumbing Contractor**

Company Name: Sun Mechanical
Contact Person: Heath Moore
Phone and Fax: 520-790-3100
Address:3951 E. Columbia ST.
Tucson, Az 85714

**Waste Hauling Contractor**

Company Name: Republic Services
Contact Person: Adrian Cervantes
Phone and Fax: m) 520.519-4816
Address: 5055 South Swan Road, Tucson, AZ 85706
email: pcoco@republicservices.com

**Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Contractor**

Company Name:
Contact Person:
Phone and Fax:

Address:

**Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:



# SUBCONTRACTORS LIST

All Tenant General Contractors are required to complete the following information for each Tenant space.

Store Name: _____	Space No: _____
Project Manager: _____	Supervisor: _____
General Contractor: _____	
Address: _____	
Office No.: _____	Office Fax: _____
Field No.: _____	Field Fax: _____
Project Mgr Cell No. _____	Supervisor Cell No. _____

## Electrical Contractor

Company Name:
Contact Person:
Phone and Fax:
Address:

## Mechanical Contractor

Company Name:
Contact Person:
Phone and Fax:
Address:

## Plumbing Contractor

Company Name:
Contact Person:
Phone and Fax:
Address:

## Drywall Contractor

Company Name:
Contact Person:
Phone and Fax:

Address:

**Painting Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Carpentry Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Millwork Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Wall Covering / Tile**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Storefront Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Glass Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Sign Contractor**

Company Name:
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Contact Person:
Phone and Fax:
Address:

**Miscellaneous Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

<b>CONSTRUCTION START DATE:</b> _____
<b>FIXTURING DATE:</b> _____
<b>COMPLETION DATE:</b> _____
<b>MERCHANDISING DATE:</b> _____

# Contractor Rules & Regulations Package & Center Specific Contractor Rules & Regulations Addendum

## ACKNOWLEDGEMENT

I acknowledge that I have received the entire **Contractor Rules & Regulations Package including Center-Specific Contractor Rules & Regulations Addendum** and have thoroughly reviewed all items contained herein and agree to comply with all items referenced.

I acknowledge receipt of the keys to the space and assume all responsibility for securing it on a regular basis.

I acknowledge that the Landlord has or will post, within the lawful required period, a notice of non-responsibility within view of the construction entrance, that shall remain in view of Contractor and subcontractor employees, indicating that the Landlord shall not be responsible for any claims whatsoever arising from the work of improvement, including demo, erection or construction within the building or for materials or labor used. I acknowledge that not the Landlord, but the tenant remains fully liable for payment of all such work completed.

\_\_\_\_\_  
Contractor Company Name

\_\_\_\_\_  
Contractor Representative (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Center Name

\_\_\_\_\_  
Center Representative (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Center Representative Signature

\_\_\_\_\_  
Date